UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	
	)	
v.	)	
	)	CR. NO. 00-10356-EFH
GARY DeCICCO	)	
	)	
	)	

TRIAL BRIEF OF THE UNITED STATES

Introduction

The defendant is charged in a six-count indictment with four counts of mail fraud, in violation of 18 U.S.C. § 1341, and with two counts of use of fire to commit a felony, in violation of 18 U.S.C. § 844(h).

Summary of the Case

The facts of this case are summarized in the government's response to the defendant's motion in limine, filed separately. In brief, if the Court rules in the government's favor on the motion in limine, the evidence will show, among other things, that the defendant bought a building at 17R Heard Street in Chelsea for $65,000 in 1989, intending to use it as a storage warehouse for his moving businesses; that the City of Chelsea would not permit him to use the building for this purpose and that it thus remained largely vacant over the six years before it burned down; that Somerset Bank held a $104,000 mortgage on this Heard Street warehouse, a $400,000 mortgage on a warehouse that

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the defendant built in revere not long after buying the Heard Street warehouse, and that the defendant also owed Somerset Bank $80,000 on a commercial loan; that the defendant quickly fell behind on these obligations, as well as his obligation to pay real estate taxes to Chelsea and Revere; that the Heard Street building went uninsured for long stretches of time; that in October 1991, the defendant obtained insurance on the building from Lincoln Insurance Company, but was sent a notice of cancellation on March 2, 1992 for misrepresentation in the application, which stated that the building was occupied; that just 29 hours before this cancellation was to become effective, a fire was intentionally set with gasoline in the building, but that it failed to do much damage; that the defendant then waited a little over three years to insure the building again; that the standard Acord insurance application specifically asks whether the insured has had insurance cancelled during the previous three years; that in May 1995, just after this period had elapsed, and as the defendant was continuing to face substantial and significant financial pressures, the defendant obtained insurance from Scottsdale Insurance Company; that within weeks, on July 9, 1995, a second fire was intentionally set with multiple points of origin; that this fire, too, failed to cause substantial damage; that just twelve days later, on July 21, 1995, a third fire was started with gasoline at the base of two support columns in the building, causing a huge conflagration that totaled the building, resulted in injuries to firefighters, required the evacuation of many neighbors in the middle of the night, and damaged neighboring property as well; and that the defendant thereafter collected a little over $116,000 from Scottsdale in two installments and submitted or caused the submission of false or fraudulent information and documents in the process.

Stipulations

The parties expect to stipulate to chemical analyses performed by the State Police Lab that an accelerant, gasoline, was identified from samples taken from at least one of the fires.

Evidentiary Issues

As noted above, the parties have separately briefed the issues relevant to the defendant's motion in limine.

Respectfully submitted,

MICHAEL J. SULLIVAN
United States Attorney

By:

WILLIAM CONNOLLY
ROBERT E. RICHARDSON
Assistant U.S. Attorneys

CERTIFICATE OF SERVICE

Suffolk, ss.

Boston, Massachusetts
April 11, 2003

I, Robert E. Richardson, Assistant U.S. Attorney, do hereby certify that I have served a copy of the foregoing upon Joseph S. Oteri, counsel for the defendant, by facsimile and first-class mail.

ROBERT E. RICHARDSON
Assistant U.S. Attorney